



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, November 17, 2015 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING
2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
3. COMMUNICATIONS FROM THE MAYOR
NO SCHEDULE
4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES
NO SCHEDULE
5. UTILITY HEARING(S) AND RELATED ORDER(S)
 - 5.1 NOTICE FROM DEPARTMENT OF PUBLIC UTILITIES RE: NOTICE OF FILING AND PUBLIC HEARINGS:
 1. Petition of Boston Gas Company and Colonial Gas Company, each d/b/a National Grid, for approval of its 3-year Energy Efficiency Plan for 2016 through 2018; at hearing on November 30 2015
 2. Petition of Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, for approval of its 3-year Energy Efficiency Plan for 2016 through 2018; at hearing on November 30 2015
6. APPOINTMENTS
 - Confirming Appointments
NO SCHEDULE
 - Non-confirming Appointment
Haverhill Overdose Prevention and Education (HOPE) committee – Kristen Carbone
Christine Morabito Attachments
 - Resignations:
NO SCHEDULE
7. PETITIONS:
NO SCHEDULE
8. APPLICATIONS/HANDICAP PARKING SIGNS
NO SCHEDULE
9. ONE DAY LIQUOR LICENSES
 - 9.1. ONE DAY BEER AND WINE LICENSE
NO SCHEDULE
10. APPLICATIONS FOR PERMIT
NO SCHEDULE
11. TAG DAYS
 - 11.1 HHS Boys Basketball December 19 & 20 Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, November 17, 2015 at 7:00 PM
City Council Chambers, Room 202

12. ANNUAL LICENSE RENEWALS:

ROLLER SKATING RINK

NO SCHEDULE

POOL TABLES

NO SCHEDULE

BOWLING

NO SCHEDULE

Sunday Bowling

NO SCHEDULE

BUY & SELL SECOND HAND CLOTHING

NO SCHEDULE

BUY & SELL SECOND HAND ARTICLES

NO SCHEDULE

JUNK DEALER

NO SCHEDULE

BUY & SELL OLD GOLD

NO SCHEDULE

PAWNBROKER

NO SCHEDULE

LIMOUSINES

NO SCHEDULE

AUCTIONEER

NO SCHEDULE

13. HAWKER/PEDDLER:

1. *Elks* – 24 Summer st; to sell Christmas trees & wreaths; November 28th thru December 24th; Monday-Friday 3 pm – 8 pm and Saturday & Sunday, 11 am to 7 pm

Has Police approval

2. *Paul Abare* – 403 River st; to sell Christmas trees, wreaths, baskets, decorations & kissing balls; November 23rd thru December 24th; Sunday-Saturday, 7 am to 10 pm

Pending Police approval

Attachments

14. DRAINLAYER 2015 LICENSE:

NO SCHEDULE



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, November 17, 2015 at 7:00 PM
City Council Chambers, Room 202

15. HEARINGS AND RELATED ORDERS:

15.1 Document 130; Tax Classification – FY 2016, Stephen Gullo, Tax Assessor for Board of Assessors

B. Order that the residential factor for fiscal year 2016 be adopted as:

Related communication from Mayor Fiorentini requesting to address Council regarding the proposed FY2016 Tax Levy

BB. Order – that the sum of \$500,000 be raised and appropriated from the Stabilization account to reduce the Fiscal Year 2016 Tax Levy

C. Order that the City shall adopt a commercial exemption

D. Order that the City shall adopt a residential exemption

E. Order that the City shall select an open space discount factor

F. Order that the City Council of the City of Haverhill hereby accepts the provisions of the Massachusetts General Laws, Chapter 59, Section 5, Clauses 17E and 41D with respect to Permanent acceptance of the annual C.P.I. index increase to the tax exemptions for the elderly

G. Order that the City Council accept 100% of C.P.I. (Consumer Price Index) increase reported by the State for F.Y. 2016 Exemptions. The 2016 C.P.I. amount is 1.63%

Attachments

16. MOTIONS AND ORDERS:

NO SCHEDULE

17. ORDINANCES (FILE 10 DAYS)

NO SCHEDULE

18 UNFINISHED BUSINESS OF PRECEDING MEETINGS:

18.1 Document 11-P; Communication from Mayor submitting Payment in Lieu of Tax Agreement (PILOT) for approved solar project on Hildale av; between developer BWC Castle Neck River, LLC and City of Haverhill
postponed from November 10th

18.2 Document 11-Q; Communication from Mayor submitting Net Metering Credit (NMC) Agreement between Blue Wave Capital and City of Haverhill with credits to be applied to City's Water and/or Wastewater Accounts
postponed from November 10th

18.3 Document 58-C; Ordinance re: Boards and Commissions; Amend City Code Chapter 11, Article XIV; Central Business District Parking Commission
filed September 8 2015

Attachments



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, November 17, 2015 at 7:00 PM
City Council Chambers, Room 202

- 19 COMMUNICATIONS FROM COUNCILLORS**
NO SCHEDULE
- 20 RESOLUTIONS AND PROCLAMATIONS**
NO SCHEDULE
- 21 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**
- 22 DOCUMENTS REFERRED TO COMMITTEE STUDY**
- 23 ADJOURN**



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 15-161

November 2, 2015

Petition of Boston Gas Company and Colonial Gas Company, each d/b/a National Grid, pursuant to G.L. c. 25, § 21, for approval by the Department of Public Utilities of its Three-Year Energy Efficiency Plan for 2016 through 2018.

On October 30, 2015, Boston Gas Company and Colonial Gas Company, each d/b/a National Grid ("Company"), filed with the Department of Public Utilities ("Department") a petition for approval of a three-year energy efficiency plan, covering calendar years 2016 through 2018 ("Three-Year Plan"). The Company filed its Three-Year Plan pursuant to An Act Relative to Green Communities, Acts of 2008, c. 169, § 11 ("Green Communities Act"), and Investigation by the Department of Public Utilities on its own Motion into Updating its Energy Efficiency Guidelines Consistent with An Act Relative to Green Communities, D.P.U. 08-50 (2008); D.P.U. 08-50-A (2009); D.P.U. 08-50-B (2009); D.P.U. 08-50-C (2011); D.P.U. 08-50-D (2012). The Department has docketed this matter as D.P.U. 15-161.

The Green Communities Act requires the Commonwealth's electric and gas distribution companies, and municipal aggregators with certified efficiency plans ("Program Administrators") to develop energy efficiency plans that provide for the acquisition of all available energy efficiency and demand reduction resources that are cost-effective or less expensive than supply. G.L. c. 25, § 21. To accomplish this goal, Program Administrators are required to develop three-year energy efficiency plans, in consultation with the Energy Efficiency Advisory Council ("Council"), and submit such plans to the Department. G.L. c. 25, § 21. Once a plan is submitted, the Green Communities Act requires the Department to: (1) consider the plan; (2) provide an opportunity for interested persons to be heard in a public hearing; and (3) within 90 days after the submission of the plan, issue a decision on the plan that ensures that all energy efficiency and demand reduction resources that are cost-effective or less expensive than supply have been identified and captured by the Program Administrator. G.L. c. 25, § 21.

The Company's proposed Three-Year Plan includes energy efficiency programs for residential, low-income, and commercial and industrial customers. The Plan also includes the Company's Residential Conservation Service filing. The Company's proposed budget for the three-year period is \$390,870,325 (\$127,482,862 in 2016, \$129,937,505 in 2017, and \$133,449,958 in 2018) and includes a performance incentive.

(51)

If the Company's Three-Year Plan is approved as proposed, the Company states that its proposed budgets will have the following effects for Boston Gas Company:

- A residential heating customer (R-3) using 130 therms per month could experience a monthly peak bill increase of \$8.36 or 5.1 percent in 2016; a monthly peak bill decrease of \$0.21 or 0.10 percent in 2017; and a monthly peak bill increase \$0.22 or 0.10 percent in 2018.
- A residential low-income (R-4) customer using 121 therms per month could experience a monthly peak bill increase of \$5.81 or 3.8 percent in 2016; a monthly peak bill decrease of \$-0.14 or -0.10 percent in 2017; and a monthly peak bill increase of \$0.15 or 0.10 percent in 2018; and
- Bill impacts for commercial and industrial customers will vary. These customers should contact the Company for specific bill impact information.

If the Company's Three-Year Plan is approved as proposed, the Company states that its proposed budgets will have the following effects for Colonial Gas Company:

- A residential heating customer (R-3) using 110 therms per month could experience a monthly peak bill increase of \$7.12 or 5.5 percent in 2016; a monthly peak bill decrease of \$-0.18 or -0.10 percent in 2017; and a monthly peak bill increase \$0.19 or 0.10 percent in 2018.
- A residential low-income (R-4) customer using 110 therms per month could experience a monthly peak bill increase of \$5.35 or 4.2 percent in 2016; a monthly peak bill decrease of \$-0.13 or -0.10 percent in 2017; and a monthly peak bill increase of \$0.14 or 0.10 percent in 2018; and
- Bill impacts for commercial and industrial customers will vary. These customers should contact the Company for specific bill impact information.

If the Company's Three-Year Plan is approved as proposed, the Company states that its proposed budgets will have the following effects for Blackstone Gas Company:

- A residential heating customer (R-3) using 125 CCF per month could experience a monthly peak bill increase of \$9.79 or 4.31 percent in 2016; a monthly peak bill decrease of \$-0.18 or -0.07 percent in 2017; and a monthly peak bill increase \$0.24 or 0.10 percent in 2018.
- A residential low-income (R-4) customer using 125 CCF per month could experience a monthly peak bill increase of \$15.61 or 8.50 percent in 2016; a monthly peak bill decrease of \$-0.13 or -0.07 percent in 2017; and a monthly peak bill increase of \$0.20 or 0.10 percent in 2018; and

5.1

- Bill impacts for commercial and industrial customers will vary. These customers should contact Blackstone Gas Company for specific bill impact information.

Customers who participate in energy efficiency programs may experience a monthly bill decrease over the duration of the Three-Year Plan. For specific bill impacts, please contact the Company as indicated below.

Copies of the Three-Year Plan are on file at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110 for public viewing during business hours and on the Department's website at <http://www.mass.gov/dpu>. Documents on the Department's website may be accessed either by browsing for documents by industry (e.g., Electric or Gas) at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/byindustry> or by looking up the docket by its number in the docket database at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber>. A copy is also on file for public view at the office of National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451 and on the Company's website. Any person desiring further information regarding the Three-Year Plan should contact counsel for the Company, Andrea G. Keeffe, Esq., at (781) 907-2123. Any person desiring further information regarding this notice should contact David Gold or Shannon Sawyer, Hearing Officers, Department of Public Utilities, at (617) 305-3500.

The Department will conduct a public hearing to receive comments on the proposed Three-Year Plan. The hearing will take place on **November 30, 2015, 2:00 p.m.** at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110. Any person who desires to comment may do so at the time and place noted above or submit written comments to the Department not later than the close of business (5:00 p.m.) on **November 30, 2015**.

Any person who participated in the Council process or whose interests were represented by a member of the Council, and who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Monday, November 2, 2015**. Any person who did not participate in the Council process or whose interests were not represented by a member of the Council, and who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Friday, November 13, 2015**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 C.M.R. § 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 C.M.R. § 1.01(4). To be allowed, a petition under 220 C.M.R. § 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business of the second business day after the petition to intervene was filed.

An original and one (1) copy of all written comments or petitions to intervene must be filed with Mark D. Marini, Secretary, Department of Public Utilities, One South Station - 5th Floor, Boston, Massachusetts 02110, not later than the close of business on the dates noted

511

above. One copy of all written comments or petitions to intervene should also be sent to the Company's attorney, Andrea Keefe, Esq., National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451, and by email, Andrea.Keefe@nationalgrid.com.

All documents should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@state.ma.us, and the hearing officers david.j.gold@state.ma.us or shannon.sawyer@state.ma.us or (2) on a CD-ROM. The text of the e-mail or CD-ROM must specify: (1) the docket number of the proceeding D.P.U. 15-161; (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department's website: <http://www.mass.gov/dpu>.

512

original

511

2



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 15-168

November 2, 2015

Petition of Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, pursuant to G.L. c. 25, § 21, for approval by the Department of Public Utilities of its Three-Year Energy Efficiency Plan for 2016 through 2018.

On October 30, 2015, Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid ("Company"), filed with the Department of Public Utilities ("Department") a petition for approval of a three-year energy efficiency plan, covering calendar years 2016 through 2018 ("Three-Year Plan"). The Company filed its Three-Year Plan pursuant to An Act Relative to Green Communities, Acts of 2008, c. 169, § 11 ("Green Communities Act"), and Investigation by the Department of Public Utilities on its own Motion into Updating its Energy Efficiency Guidelines Consistent with An Act Relative to Green Communities, D.P.U. 08-50 (2008); D.P.U. 08-50-A (2009); D.P.U. 08-50-B (2009); D.P.U. 08-50-C (2011); D.P.U. 08-50-D (2012). The Department has docketed this matter as D.P.U. 15-168.

The Green Communities Act requires the Commonwealth's electric and gas distribution companies, and municipal aggregators with certified efficiency plans ("Program Administrators") to develop energy efficiency plans that provide for the acquisition of all available energy efficiency and demand reduction resources that are cost-effective or less expensive than supply. G.L. c. 25, § 21. To accomplish this goal, Program Administrators are required to develop three-year energy efficiency plans, in consultation with the Energy Efficiency Advisory Council ("Council"), and submit such plans to the Department. G.L. c. 25, § 21. Once a plan is submitted, the Green Communities Act requires the Department to: (1) consider the plan; (2) provide an opportunity for interested persons to be heard in a public hearing; and (3) within 90 days after the submission of the plan, issue a decision on the plan that ensures that all energy efficiency and demand reduction resources that are cost-effective or less expensive than supply have been identified and captured by the Program Administrator. G.L. c. 25, § 21.

The Company's proposed Three-Year Plan includes energy efficiency programs for residential, low-income, and commercial and industrial customers. The Plan also includes the Company's Residential Conservation Service filing. The Company's proposed budget for the three-year period is \$927,520,685 (\$295,180,258 in 2016, \$312,349,936 in 2017, and \$319,990,491 in 2018) and includes a performance incentive.

If the Company's Three-Year Plan is approved as proposed, the Company states that its proposed budgets will have the following effects:

- A residential customer (R-1) using 600 kilowatt-hours per month could experience a monthly bill increase of \$1.56 or 1.2 percent in 2016; a monthly bill decrease of \$0.06 or 0 percent in 2017; and a monthly bill decrease of \$0.17 or 0.1 percent in 2018;
- A low-income (R-2) customer using 600 kilowatt-hours per month could experience a monthly bill increase of \$0.33 or 0.4 percent in 2016; a monthly bill decrease of \$0.04 or 0 percent in 2017; and a monthly bill decrease of \$0.04 or 0 percent in 2018; and
- Bill impacts for commercial and industrial customers will vary. These customers should contact the Company for specific bill impact information.

Customers who participate in energy efficiency programs may experience a monthly bill decrease over the duration of the Three-Year Plan. For specific bill impacts, please contact the Company as indicated below.

Copies of the Three-Year Plan are on file at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110 for public viewing during business hours and on the Department's website at <http://www.mass.gov/dpu>. Documents on the Department's website may be accessed either by browsing for documents by industry (e.g., Electric or Gas) at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/byindustry> or by looking up the docket by its number in the docket database at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber>. A copy is also on file for public view at the office of, National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451 and on the Company's website. Any person desiring further information regarding the Three-Year Plan should contact counsel for the Company, Andrea G. Keefe, Esq., at (781) 907-2123. Any person desiring further information regarding this notice should contact Jeffrey Leupold or Clayton Hale, Hearing Officers, Department of Public Utilities, at (617) 305-3500.

The Department will conduct a public hearing to receive comments on the proposed Three-Year Plan. The hearing will take place on **November 30, 2015, 2:00 p.m.** at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110. Any person who desires to comment may do so at the time and place noted above or submit written comments to the Department not later than the close of business (5:00 p.m.) on **November 30, 2015**.

Any person who participated in the Council process or whose interests were represented by a member of the Council, and who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Monday, November 2, 2015**. Any person who did not participate in the Council process or whose interests were not represented by a member of the Council, and who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Friday, November 13, 2015**. A petition for leave to intervene must satisfy the timing and substantive requirements

of 220 C.M.R. § 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 C.M.R. § 1.01(4). To be allowed, a petition under 220 C.M.R. § 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business of the second business day after the petition to intervene was filed.

An original and one (1) copy of all written comments or petitions to intervene must be filed with Mark D. Marini, Secretary, Department of Public Utilities, One South Station - 5th Floor, Boston, Massachusetts 02110, not later than the close of business on the dates noted above. One copy of all written comments or petitions to intervene should also be sent to the Company's attorney, Andrea G. Keefe, Esq., National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451-1120, and by email, andrea.keefe@nationalgrid.com.

All documents should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpuefiling@state.ma.us, and the hearing officers jeffrey.leupold@state.ma.us and clayton.hale@state.ma.us or (2) on a CD-ROM. The text of the e-mail or CD-ROM must specify: (1) the docket number of the proceeding D.P.U. 15-168; (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department's website: <http://www.mass.gov/dpu>.

6.



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 13, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: HOPE

Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint Kristen Carbone, 81 South Kimball Street, to the Haverhill Overdose Prevention and Education (HOPE) committee. This is a non-confirming appointment.

Very truly yours,

James J. Fiorentini (LWS)
James J. Fiorentini
Mayor

JJF/ah

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

6.
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544

MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 13, 2015

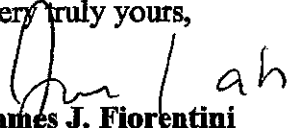
City Council President John A. Michitson and
Members of the Haverhill City Council

RE: HOPE

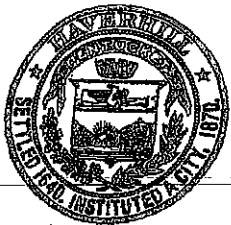
Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint Christine Morabito, 9 Highland Ave, to the Haverhill Overdose Prevention and Education (HOPE) committee. This is a non-confirming appointment.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah



Haverhill

City Clerk's Office, Room 118

Phone: 978-374-2312 Fax: 978-373-8490

cityclerk@cityofhaverhill.com

Date: Nov. 9, 2015

Honorable President and Members of the Municipal Council:

The Undersigned respectfully asks to receive a license for TAG DAYS:

Organization: Haverhill High Boys Basketball Applicant's Name: Valley Roche

Applicant's Residence: 2 Valley Lane Haverhill Applicant's Signature: [Signature]

(3 Consecutive Days Only, One of which may include solicitation on a Public Way)

Date of Tag Day Request(s): Dec 19-20, 2015 Date-solicitation on Public Way: _____

Canister: _____ Tag: _____ Fee: \$ 2

~~Street Locations (Select Below):~~

~~Rosemont St and Main St: _____~~

~~Water St and Mill St: _____~~

~~South Main St & Salem St: _____
(Bradford Common)~~

~~Main St & Kenoza Ave: _____
(Monument Square)~~

Off Street Locations (Specify Other):

Market Baskets
Haverhill Sports
Handy-King
Post Offices

Recommendation by Police Chief: ☒ Approved ☐ Denied

Office Use Only

Denied

Police Chief

in Municipal Council: _____

test: _____

City Clerk



Haverhill

13

1.

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date NOV 10 2015

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

☒ Hawker or Peddler

☐ Employee of a Hawker or Peddler

NAME: Elks

SIGNATURE: Milton Russell

ALL MERCHANDISE TO BE SOLD:

Christmas trees & wreaths

24 Summer St

MONTH(S):

NOV 28 thru Dec 24

DAY(S)/TIME(S):

M-F 9pm-8pm

Sat + Sun 11AM-7pm

LOCATION (CHECK ONE):

- ☐ New - Fixed Location
☐ Renewal - Fixed Location
☒ Seasonal - Fixed Location

- ☐ New - Mobile Cart
☐ Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

- ☐ Bradford Common
☐ GAR Park
☐ Other: _____
☐ Outside Haverhill Stadium @
Lincoln/Nettleton Ave

- ☐ Riverside Park
☐ Swasey Park
☐ Washington Square
☐ Winnekenni Area, Route 110

Fee: \$

200.00

Bond on File

Department Use ONLY

Police Chief

Date

Health Inspector

Date

Wire Inspector

Date

Rec Director (Stadium Only)

Date

In Municipal Council, _____

Attest: _____, City Clerk

Please Complete the Back side of this form.



Haverhill

13,
2.

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date NOV - 9 2015

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

☒ Hawker or Peddler

☐ Employee of a Hawker or Peddler

NAME: Paul ABARE

SIGNATURE: Paul ABARE

ALL MERCHANDISE TO BE SOLD: Christmas trees, wreaths, baskets, decorations, kissing balls

MONTH(S): NOV 2, 3 to DEC 24 DAY(S)/TIME(S): SUN-SAT
2015 11AM - 10PM

LOCATION (CHECK ONE):

- ☐ New - Fixed Location
☐ Renewal - Fixed Location
☒ Seasonal - Fixed Location

- ☐ New - Mobile Cart
☐ Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

- ☐ Bradford Common
☐ GAR Park
☐ Other: _____
☐ Outside Haverhill Stadium @
Lincoln/Nettleton Ave

at 403 River St

- ☐ Riverside Park
☐ Swasey Park
☐ Washington Square
☐ Winnemenni Area, Route 110

Fee: \$ 200.00
Bond on File

Department Use ONLY

Police Chief

Date

Health Inspector

Date

Wire Inspector

Date

Rec Director (Stadium Only)

Date

In Municipal Council, _____

Attest: _____, City Clerk

Please Complete the Back side of this form.



TAX
Hearing November 17
2015

CITY OF HAVERHILL

ASSESSORS OFFICE – ROOM 115
Phone: 978-374-2316 Fax: 978-374-2319
Assessors@cityofhaverhill.com

15.1

October 27, 2015

TO: Linda Koutoulas
Haverhill City Clerk

FROM: Stephen C. Gullo, MAA
Tax Assessor

SUBJECT: Communication from the Board of Assessors for the FY 2016 Classification
Hearing

The Tax Classification Hearing for Fiscal Year 2016 will be held on Tuesday, November 17, 2015 in the Haverhill City Council Chambers at 7:00 P.M.

IN CITY COUNCIL: November 10 2015

VOTED: that COUNCIL HEARING BE HELD NOVEMBER 17 2015

Attest:

City Clerk



CITY OF HAVERHILL

ASSESSORS OFFICE – ROOM 115
Phone: 978-374-2316 Fax: 978-374-2319
Assessors@cityofhaverhill.com

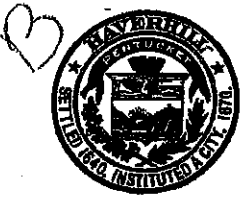
October 27, 2015

In conformance with the requirements of Chapter 369 of the Acts of 1982, The City Council of the City of Haverhill, MA will hold a Public Hearing on the issue of determining a residential factor.

The hearing will be held on Tuesday, November 17, 2015 at 7:00 o'clock PM in the Haverhill City Council Chambers.

Linda Koutoulas
Assistant City Clerk

(Please run as soon as possible - I believe November 5 2015)



DOCUMENT

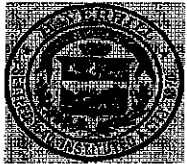
CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the residential factor for fiscal year 2016 be adopted as:

B/B



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

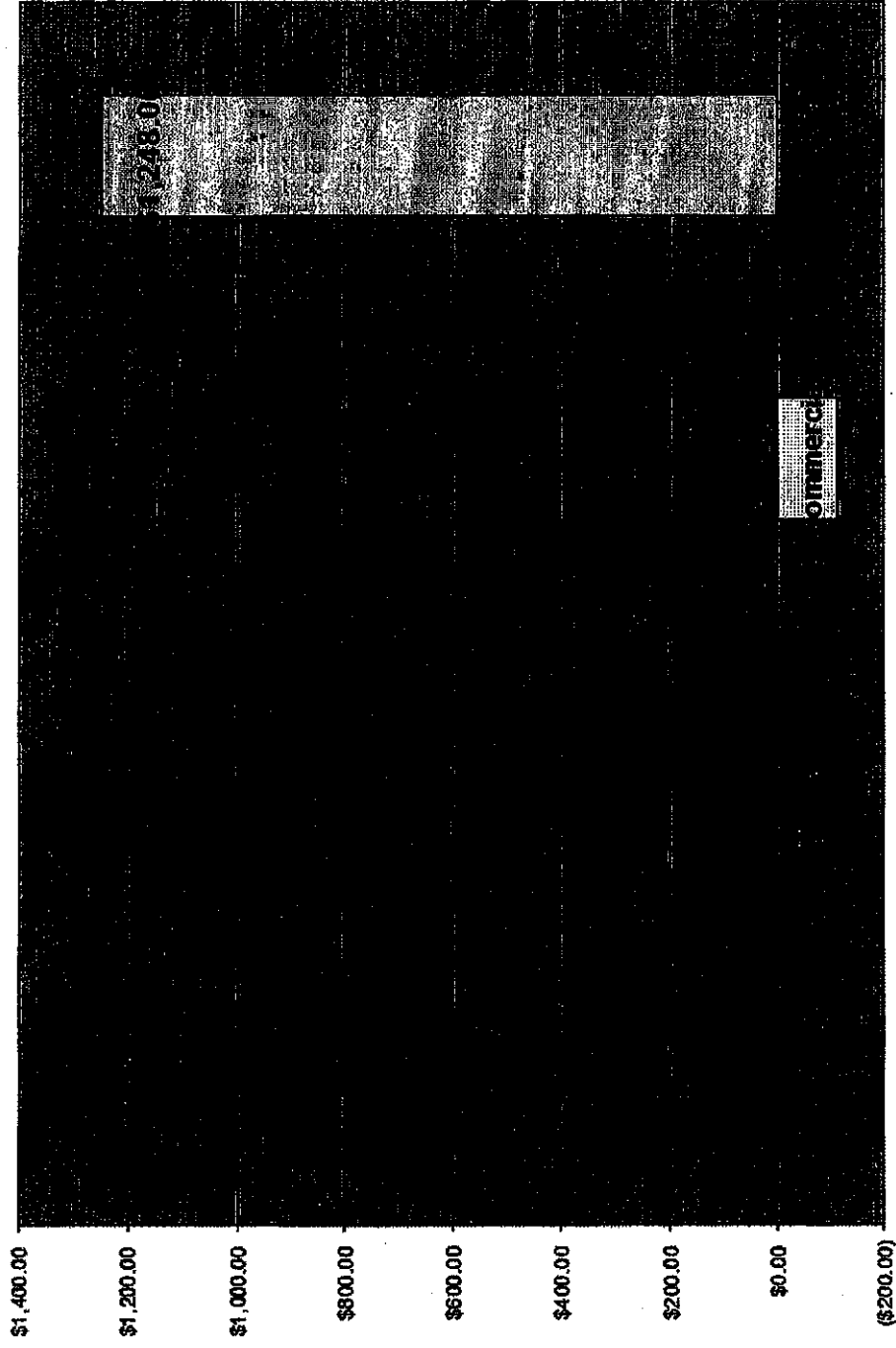
That the sum of \$500,000 be raised and appropriated from the Stabilization account to reduce the Fiscal Year 2016 Tax Levy.

Tax Bills @ \$500,000 Lower Levy

and at a 157% Shift

• Shift %	Factor	R Rate	C Rate	Single Bill	Comm Bill
• 150	.906156	\$15.59	\$25.80	\$4,235	\$14,736
• 151	.904280	\$15.55	\$25.97	\$4,224	\$14,833
• 152	.902403	\$15.52	\$26.14	\$4,216	\$14,930
• 153	.900526	\$15.49	\$26.32	\$4,208	\$15,033
• 154	.898649	\$15.46	\$26.49	\$4,200	\$15,130
• 155	.896772	\$15.42	\$26.66	\$4,189	\$15,227
• 156	.894895	\$15.39	\$26.83	\$4,181	\$15,324
• 157	.893018	\$15.36	\$27.00	\$4,172	\$15,421
• 158	.891142	\$15.33	\$27.18	\$4,163	\$15,524
• 159	.889265	\$15.30	\$27.35	\$4,156	\$15,621
• 160	.887388	\$15.26	\$27.52	\$4,145	\$15,719

FY 16 Interim Year Value Effects on Taxes With CIP Shift at 157 & \$500K Lower Levy



JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
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November 13, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Tax Levy

Dear Mr. President and Members of the Haverhill City Council:

Attached is the proposed FY16 Tax Levy. I will be before you on Tuesday, November 17th, 2015 to discuss this and answer any questions.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City shall adopt a commercial exemption



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City shall adopt a residential exemption



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City shall select an open space discount factor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council of the City of Haverhill hereby accepts the provisions of the Massachusetts General Laws, Chapter 59, Section 5, Clauses 17E and 41D with respect to Permanent acceptance of the annual C.P.I. index increase to the tax exemptions for the elderly.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council accept 100% of C.P.I. (Consumer Price Index) increase reported by the State for F.Y. 2016 Exemptions. The 2016 C.P.I. amount is 1.63%



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

1811
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November 6, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Solar Project

Dear Mr. President and Members of the Haverhill City Council:

Attached is the Payment in Lieu of Tax Agreement (PILOT) for the approved solar project on Hilldale Avenue. The project, which is being constructed by Bluewave Capital LLC, is expected to be about 4.2 (Megawatts) MW in size and has received all local approvals.

The PILOT agreement starts at \$75,000 and increases every 5 years for a projected total over the 20 year period of \$1,557,195.00. The City has already received payment from the developer to remove the property from the Chapter 61 agricultural restriction.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant.

I recommend approval.

Very truly yours,

Jim Fiorentini/ah
James J. Fiorentini
Mayor

JJF/ah

INOCITY COUNCIL: November 10 2015

POSTPONED TO NOVEMBER 17 2015

Attest:

City Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
REAL PROPERTY AND PERSONAL PROPERTY**

between

BWC CASTLE NECK RIVER, LLC

and

CITY OF HAVERHILL

dated as of _____, 2015

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
REAL PROPERTY AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY (this "Agreement") is made and entered into as of _____, 2015 by and between **BWC Castle Neck River, LLC**, a Delaware limited liability company ("Developer"), and the **City of Haverhill**, a municipal corporation duly established by law and located in Essex County, Commonwealth of Massachusetts (the "City"). Developer and the City are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate a solar photovoltaic generating facility and ancillary equipment (the "Project") with an expected nameplate capacity of approximately 4.2 MW DC on an approximately 16.25 acre leased-area of land located at 1050 Hildale Avenue, Haverhill, Massachusetts, as more particularly described in Exhibits A and A-1 (the "Property"); and;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the City for the Term (as defined below) in lieu of all real and personal property taxes on the Project and Property;

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make payments to the City in lieu of all real and personal property taxes which might otherwise be assessed against the Project and the Property (the "PILOT Payments") for a period of twenty (20) consecutive fiscal tax years, commencing with fiscal tax year following the first January 1 on or after the Completion Date (as defined below) (the "Term"). The PILOT Payments shall for an annual amount equal to Seventy-Five Thousand Dollars (\$75,000.00) for each year of the Term. Developer shall pay the PILOT Payment in four equal quarterly installments based on an annual bill issued by the City to the Developer. Except as may be expressly set forth herein, the Parties agree that the PILOT Payments shall not be increased or decreased for any reason, including on account of an inflation factor or change in the City's tax rate. Developer shall have no liability for any personal property taxes with respect to the Project or Property except for the PILOT Payments, and the City will not (i) seek to invalidate this Agreement; (ii) impose any lien on or encumber the Project or Property (or the improvements thereon) except as is expressly provided herein; or (iv) take any affirmative action in support of the bifurcation of the taxation of real and personal property.

The "Completion Date" shall be that date determined by Developer on which the Project is first ready for regular, daily operation, has been interconnected to the system of the local electric distribution company ("LDC"), has been accepted by the LDC (to the extent required), and is capable of producing electricity. Developer shall provide the City with written notice of the Completion Date.

2. Inventory. Attached as Exhibit B is an inventory of all personal property and real

property comprising and incorporated into the Project and/or Property as of the Completion Date (the "Inventory").

3. Assignment; Recording. This Agreement will be binding upon and inure to the benefit of Developer and its successors and assigns as owners of the Project, and the rights and obligations created hereunder will run with the Project and the Property. Without limiting the foregoing, except to the extent prohibited by the G.L. c. 59, § 38H (b) and/or regulations promulgated pursuant thereto, Developer may, without the prior consent of the City, pledge, collaterally assign or assign its rights and obligations under this Agreement to any affiliate of Developer or to any party that has provided or is providing financing to Developer for the construction, operation and/or maintenance of the Project. A Notice of this Agreement will be recorded in the applicable Registry of Deeds promptly following its execution.

4. Termination. Developer may terminate this Agreement upon ten (10) days' written notice to City in the event (i) the Project ceases commercial operation and is decommissioned or (ii) the Developer's rights to use or access the Property is terminated for any reason.

5. Water and Sewer Rates and Fees. The City agrees that it will not charge Developer water and sewer rates or connection fees greater than the prevailing rates and fees applicable to other commercial users in the City. In the event that the City ever privatizes, leases, sells or otherwise transfers its water or sewer system or its waste water treatment plant to a private owner or operator, this provision will be binding on such successor owner or operator.

6. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates, documents, consents or approvals, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement or is otherwise entitled to request or require hereunder.

7. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Developer:

7550 Wisconsin Ave, 9th Floor

Bethesda, MD 20814

Attn: General Counsel

If to Lender:

As may be identified by Developer, from time to time.

If to City

[

]

Attn.: Mayor of Haverhill

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

8. Force Majeure. As used herein, "Force Majeure" includes, without limitation, acts of God including floods, winds, storms, earthquake, fire or other natural calamity; acts of war or other civil insurrection or terrorism; or taking by eminent domain by any governmental entity (other than the City) of all or a portion of the Property or the Project.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project or Property is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable for its intended purposes ("Damaged"), then for the period of time following the event of Force Majeure during which the Project or Property is so Damaged, the PILOT Payments will be eliminated or reduced proportionate to the Damage.

9. Recordkeeping; Approvals. The City shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute. The City represents and warrants that it has taken all votes and received all authorizations and/or approvals necessary to cause this Agreement to be a valid and binding obligation on the City. A copy of the minutes evidencing such vote(s) or authorizations is attached hereto as Exhibit C.

10. Lender's Right to Cure. The City shall send a copy of any notice of default sent to Developer to any secured lender providing financing to Developer in connection with the Project (as identified in Section 13 hereof, the "Lender") by certified mail at the same time such notice is sent to Developer, and where this Agreement expressly provides for a cure of said default, no such notice of default to Developer shall be effective unless and until a copy of such notice has been delivered to Lender, and the applicable cure period, beginning on the date of such delivery, has expired. Lender shall have the same time and rights to cure any default as Developer, and the City shall accept a cure by Lender as if such cure had been made by Developer, provided said cure is made in accordance with the provisions of this Agreement.

11. Miscellaneous. The Parties agree that this Agreement was negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and Property, to the extent that such value is determinable as of the date of this Agreement. Each Party was represented by counsel in the negotiation and preparation of this Agreement. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them. The City and Developer shall act in good faith to carry out and implement this Agreement. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in counterparts that, taken together, will constitute a single document.

[Signature Page to Follow]

EXECUTED under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

City of Haverhill

By: _____
Name:
Title:

BWC Castle Neck River, LLC

By: [_____]
Its sole member

By: _____
Name:
Title:

Exhibit A

Sketch Plan of Property (Attached)

Exhibit A-1

Legal Description of Property

Exhibit B
The Inventory

Real Property. The real property incorporated into the Project consists of the real property depicted and described by Exhibits A and A-1 to this Agreement.

Personal Property and Nameplate Capacity. The personal property comprising and incorporated into the Project shall consist of the articles listed in the table below:

Exhibit C
Meeting Minutes
(Attached)

B L U E W A V E
C A P I T A L

Appendix B - Proposed Payment Schedule

Estimated Project Size (MW DC)

4.20

Year	Tax Payment	Tax Payment per MWDC	Escalator
1	\$75,000	\$17,857	0%
2	\$75,000	\$17,857	0%
3	\$75,000	\$17,857	0%
4	\$75,000	\$17,857	0%
5	\$75,000	\$17,857	2.5%
6	\$76,875	\$18,304	0%
7	\$76,875	\$18,304	0%
8	\$76,875	\$18,304	0%
9	\$76,875	\$18,304	0%
10	\$76,875	\$18,304	2.5%
11	\$78,797	\$18,761	0%
12	\$78,797	\$18,761	0%
13	\$78,797	\$18,761	0%
14	\$78,797	\$18,761	0%
15	\$78,797	\$18,761	2.5%
16	\$80,767	\$19,230	0%
17	\$80,767	\$19,230	0%
18	\$80,767	\$19,230	0%
19	\$80,767	\$19,230	0%
20	\$80,767	\$19,230	0%

11-Q

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

18.2

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 6, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Net Metering

Dear Mr. President and Members of the Haverhill City Council:

Attached is the Net Metering Credit (NMC) Purchase Agreement between Blue Wave Capital and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .105 cents per KWH. The price will remain flat for the 20 year period of the contract. This results in greater savings if the price of electricity increases.

The credits will be applied towards the City's Water and/or Wastewater accounts. The project in which the city will be purchasing from is located in Grafton, MA, which is located in the CWMA Load Zone, thus the credits must be allocated to the City's accounts in the same load zone.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant. The Energy Taskforce has also endorsed the proposal as it will assist the Water/Wastewater Divisions in controlling some of their electricity costs. It is our intention to bring similar agreements to the City Council for approval, if we can obtain similar proposals from developers.

The Agreement is enclosed and I recommend approval.

Very truly yours,

Jim Fiorentini / ah
James J. Fiorentini
Mayor

JJF/ah

IN CITY COUNCIL: November 10 2015

POSTPONED TO NOVEMBER 17 2015

Attest:

City Clerk

November 22, 2015

GENERAL TERMS AND CONDITIONS OF

NET METERING CREDIT PURCHASE AGREEMENT

These General Terms and Conditions ("General Conditions") are dated as of ____th day of _____, 2015 and are witnessed and acknowledged by BWC Salmon Brook, LLC ("BlueWave" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between BlueWave and Purchaser or between their respective affiliates. Except to the extent BlueWave or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon BlueWave or Purchaser.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means the Net Metering Credit Purchase Agreement.

"Allocated Percentage" means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 3 of the Special Conditions.

"Annual kWh Cap" means the maximum amount of kWhs of Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 3 of the Special Conditions.

"Anticipated Commercial Operation Date" has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of

debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).

"Confidential Information" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as "confidential" by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Solar Energy Facility, the identity of the Parties, the utility account and other information set forth in [exhibits or Schedules], or the Term of the Agreement.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Effective Date" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Host Customer" means Purchaser and shall have the meaning given this term in the Net Metering Rules.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"Initial Term" has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"kWh Rate" means the price per kWh set forth in Schedule 2 of the Special Conditions.

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Net Metered Production" means the amount of energy delivered to the Local Electric Utility generated by the System.

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a Solar System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

"Net Metering Program Cancellation" means there is a change in law or in the Net Metering Rules (including by final or otherwise binding administration or interpretation thereof by the Massachusetts Department of Public Utilities or other Governmental Authority) that results in (i) Purchaser being unable or ineligible to receive the Net Metering Credits associated with the Allocated Percentage of the Net Metered Production generated by the Solar Energy Facility, or (ii) makes the System ineligible to generate Net Metered Production.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Solar System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Net Metering Rules" means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

"Party" or **"Parties"** has the meaning set forth in the preamble to the Net Metering Credit Purchase Agreement.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.

"Provider" has the meaning set forth in the Special Conditions.

"Provider Default" has the meaning set forth in Section 11.1(a).

"Provider Indemnified Parties" has the meaning set forth in Section 16.2.

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Purchaser Indemnified Parties" has the meaning set forth in Section 16.1.

"Renewal Term" has the meaning set forth in Section 2.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions (if any) and all other solar or renewable energy subsidies and incentives.

"Net Metering Credit Purchase Agreement" means the Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.

"Special Conditions" means the Net Metering Credit Purchase Agreement, excluding these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" or "Solar System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions that generates electricity.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.

"Term" has the meaning set forth in Section 2.1.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and

until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the substantial deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

2.3 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises.

(a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Provider to construct the System on the Premises.

(c) Provider has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(e) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

(f) Purchaser does not have in its own name, a separately metered account with the Local Utility with respect to the Premises. If required, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at such Premises.

(g) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

2.4 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to materially adversely affect the economics of the installation for Purchaser.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) "Commercial Operation" shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. There will be a separate meter installed and maintained by the Local Electric Utility, which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the meter.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of Allocated Percentage multiplied by the Net Metered Production generated by the System during each relevant month of the Term; provided; however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 of the Special Conditions. The Estimated Annual Net Metered Production is also set forth in Schedule 4 of the Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Purchaser shall be the Allocated Percentage of the Estimated Annual Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the

installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z) as may be amended from time to time. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by the Allocated Percentage; provided however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Host Customer of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

- (a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System,
- (b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- (e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

- (a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably needed in order for Provider to calculate the Provider Credit and/or Purchaser Credit in accordance with Section 6.6.
- (b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules.
- (c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but no more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force

Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction); (vi) action or inaction by the Local Electric Utility or System Regional Operator which causes the Provider to curtail operation of the System. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) **Provider's Remedies.** If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement, and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Purchaser shall use reasonable efforts to mitigate its damages.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Notwithstanding the foregoing in Section 12.1 the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

13. ASSIGNMENT.

13.1 **Assignment by Provider.** Provider may sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, with the prior written consent of Purchaser, which shall not be unreasonably withheld. Provider may assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the Solar System.

Upon any assignment, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee shall be subject to the provisions of this Section 13.

13.2. **Acknowledgment of Collateral Assignment.** In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. Except as provided in this Section 15.1, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

The Parties acknowledge that if the Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), then the Buyer's obligations under MPRL supersede its obligations, if any, under this Section 15.1.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, and only to the extent permitted by applicable law and appropriation, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of

such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1(g) (Provider Covenant), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and

Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. Subject to the provisions of Section 13 above, this Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. For the avoidance of doubt, neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"PROVIDER": " BWC SALMON BROOK, LLC

By: _____

Name: _____

Title: _____

Date: _____

"PURCHASER": CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: James J. Fiorentini

Title: Mayor

Date: _____

Exhibit A
General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The

Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

NET METERING CREDIT PURCHASE AGREEMENT
SPECIAL CONDITIONS

This Net Metering Credit Purchase Agreement ("Agreement") is made and entered into as of this ____th day of _____, 20__ (the "Effective Date"), between BWC Salmon Brook, LLC, a Delaware limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties").

WITNESSETH:

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a net metering facility and will generate Net Metering Credits;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 3 hereof) of the Net Metered Production to be generated by the System and to serve as Host Customer of the System, and Provider is willing to sell such Allocated Percentage of the Net Metered Production to be generated by the System to Purchaser as Host Customer under certain terms of this Agreement;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Net Metering Credit Purchase Agreement dated as of even date hereof ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Net Metering Credit Purchase Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein as if set forth in their entirety. IN ADDITION,

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

1. the terms and conditions of the General Conditions, the following provisions shall also apply:
2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production

Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

BWC SALMON BROOK, LLC

CITY OF HAVERHILL

By: BlueWave Capital, LLC

By: _____
Name:
Title:
Date:

By: _____
Name: James J. Fiorentini
Title: Mayor
Date

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises: 43 Estabrook Road, Grafton, MA.

Premises is Owned or Controlled by: Provider

Purchaser is to be the Host Customer with respect to the Premises: No

Solar System Size: 3,050 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)

Scope: Design and supply grid-interconnected, ground mounted solar electric (PV) system.

Module: Canadian Solar 320 W (DC) or equivalent

Inverter: IEEE 1547 qualified

Performance Guarantee: Eighty Five Percent (85%) of Estimated Annual Production

Construction Start Date: 365 days from Effective Date

Anticipated Commercial Operation Date: 545 days from Effective Date

II. Schedule 2 -- kWh Rate

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.1050/kWh ("kWh Rate"), increasing by zero percent (0%) on each anniversary of the Commercial Operation Date.

III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: 950,000 kWh

Allocated Percentage: 21.31%, but in no event shall the Allocated Percentage exceed 650 kw (DC)

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Net Metered Production	Year of System Term	Estimated Net Metered Production
1	4,488,000	11	4,268,582
2	4,465,560	12	4,247,239
3	4,443,232	13	4,226,003
4	4,421,016	14	4,204,873
5	4,398,911	15	4,183,849
6	4,376,916	16	4,162,930
7	4,355,032	17	4,142,115
8	4,333,257	18	4,121,404
9	4,311,590	19	4,100,797
10	4,290,032	20	4,080,293

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of Haverhill
Attn: Office of the Mayor
4 Summer St.
Haverhill, MA 01830
(978) 374-2300

Provider:

BWC Salmon Brook, LLC
c/o BlueWave Capital, LLC
Attn: Managing Principal
137 Newbury Street
Boston, MA 02116
(617) 209-3122

With a copy to

BlueWave Capital, General Counsel
c/o Klavens Law Group, P.C.
420 Boylston Street
Boston, MA 02116
(617) 502-6280

Financing Party:

[To be provided by Provider]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.



DOCUMENT 58-C

CITY OF HAVERHILL

In Municipal Council September 8 2015

ORDERED MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO BOARDS AND COMMISSIONS

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 11, Article XIV, as amended, is hereby further amended as follows:

ARTICLE XIV. Central Business District Parking Commission

§ 11-70. Establishment; membership; appointment.

By deleting the word "six" in the first sentence before the word "members", and by inserting in place thereof the word "seven". Also by adding the words "and one of whom shall be a City Councillor selected by the Council to serve." at the end of the first sentence.

§ 11-72. Powers, duties and responsibilities generally.

By deleting section C. in its entirety and inserting in place thereof the following:

"Upon receiving a recommendation for a change in days/hours or fees from either the Mayor or City Council, the Commission may set days/hours and fees for paid parking within the Central Business District subject to the following restrictions:

1. Any initial rate change by the Commission shall be limited no to exceed \$1.00 per hour for any parking fee and \$20.00 per month for any parking permit. Additionally, not such initial fee shall be implemented without providing for payment in intervals of fifteen (15) minutes, as well as pay by phone and merchant validation methods. Any initial change in rates for paid parking shall be in effect for a period of not less than two (2) years before any further such increase may be considered and acted on by the Commission. The Commission shall review area communities paid parking rates when considering any such increase and give consideration to the needs of the public, residents and merchants to provide parking at the lowest cost possible. Following any initial increase in paid parking rates, the Commission shall not increase rates in excess of \$ 0.25 per hour or \$5.00 per

58-C

month for permits at any one time. The Commission shall not make any provisions for paid parking on Sundays and legal holidays.

2. The Commission shall consider any change in days/hours or rates for paid parking by conducting a public hearing as provided for in Subsection F below.
3. No change in rates or days/hours of paid parking shall be effective before January 1, 2016 and/or for a period of thirty (30) days after Commission approval.
4. The Parking Commission shall submit any such changes in rates or hours for paid parking to the City Council within 48 hours of approval in the form of an Order. The City Council shall place the Order on its next regularly scheduled meeting. If a majority of the City Council at its next regularly scheduled meeting does not vote in the affirmative to override the Commission's proposed change in rates or days/hours of paid parking, the changes shall become permanent and have the same force and effect as an Ordinance. If the City Council votes to override the Commission proposed change in rates or days/hours of paid parking, then they shall return the measure to the Commission for further consideration."

§ 11-74. Implementation.

By deleting this section in its entirety and inserting in place thereof the following:

"§ 11-74. Merrimack Street Parking Lots Moratorium.

Notwithstanding any other provisions of this Code, from October 1, 2015 through October 1, 2016, there shall be unlimited, free parking in Herbert H. Goecke, Jr. Parking Deck, Merrimack Street Parking Lot, the Riverfront Promenade Parking Lot, Elliot Place Parking Lot and the How Street Parking Lot between 5 p.m. and 8 a.m, Monday through Saturday, to alleviate conditions resulting from the ongoing Harbor Place construction. These provisions may be further extended by an Order approved by the Mayor and City Council."

APPROVED AS TO LEGALITY

City Solicitor

PLACED ON FILE for at least 10 days
Attest: _____

City Clerk

IN CITY COUNCIL: SEPTEMBER 22 2015
CONTINUED TO OCTOBER 6 2015

Attest: _____ City Clerk

IN CITY COUNCIL: October 6 2015
POSTPONED TO NOVEMBER 10 2015
Attest: _____

City Clerk

IN CITY COUNCIL: November 10 2015
POSTPONED TO NOVEMBER 17 2015
Attest: _____

City Clerk

Ordinance re: Boards + Commissions
Amend - Central Bus Dist + Parking Commission



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

September 3, 2015

**City Council President John A. Michitson and
Members of the Haverhill City Council**

RE: An Ordinance Relating to Boards and Commissions

Dear Mr. President and Members of the Haverhill City Council:

**Attached is an amended ordinance relating to boards and commissions. I have attached the ordinance
highlighting the changes for easier review.**

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

Backup
/

CURRENT ORDINANCE (Changes are highlighted)

Field Code Changed

Chapter 11. Boards and Commissions

Article XIV. Central Business District Parking Commission

[Adopted 12-14-2004 by Doc. 11-Y (Ch. 240B of the 1980 Code)]

§ 11-70. Establishment; membership; appointment.

[Amended 10-16-2012 by Doc. 92]

There is hereby established a Central Business District Parking Commission, hereinafter called the "Commission," which shall consist of ~~six~~ seven members, two of whom shall be either residents of or work in the Central Business District and one of whom shall be a City Councillor selected by the Council to serve. Members of the Commission shall serve without compensation. The Superintendent of Highways, City Engineer, Planning Director and the Police Chief or designee shall be nonvoting ex officio members of the Commission. The Central Business District shall be defined as all streets, ways, highways and roads, along with all municipal parking lots, as shown on a plan entitled "Plan of Public Parking Locations Within the Central Business District — 2004" dated October 21, 2004, and filed in the office of the City Engineer, Section 2B, Plan 2847.

§ 11-71. Appointment; term; removal; filling vacancies.

The members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council. The Mayor shall designate one member as the Chairperson. The terms of the first members of the Commission shall be for one, two or three years and so arranged that the term of one of the members expires each year, and their successors shall be appointed for terms of three years each. A member may be removed by a vote of 2/3 of all the members of the City Council and approval of the Mayor. Any vacancy occurring shall be filled in the same manner as the original appointment.

§ 11-72. Powers, duties and responsibilities generally.

[Amended 12-30-2008 by Doc. 136]

The Commission shall have exclusive authority, except as otherwise provided herein, to take any and all of the following actions:

A.

The Commission shall be charged with the development, management, operation and maintenance of all municipal parking lots, as well as the parking of motor vehicles on streets, ways, highways and roads, within the Central Business District which are under the control of the City.

B.

The Commission may make recommendations to the Mayor and City Council concerning the adoption, alteration or repeal of reasonable rules and regulations relative to the orderly parking of motor vehicles on streets, ways, highways, roads and municipal parking lots within the Central Business District which are under the control of the City.

Notwithstanding any other provisions of this Code, the Commission may specify which parking spaces within any municipal parking lot are classified as either a paid parking or permit parking space, subject to the public hearing requirements in Subsection F below, with any changes from the current configuration to be noted on the most recent Central Business District Parking Map. Any such determination shall take effect for a period not to exceed 45 days upon passage by the Parking Commission and have the same force and effect as if enacted as an ordinance. The Parking Commission shall submit any such changes to the City Council within 48 hours of approval. The City Council shall place the changes approved by the Commission on its regularly scheduled meeting as an Order. If the Council and Mayor approve the Order, the changes shall become permanent, or, if the Council and Mayor do not approve the Order, then the changes shall expire at the end of the forty-five-day period.

[Amended 11-13-2012 by Doc. 99-E]

C.

Upon receiving a recommendation for a change in days/hours or fees from either the Mayor or City Council, the Commission may make set days/hours and fees for paid parking within the Central Business District subject to the following restrictions:

1. Any initial rate change by the Commission shall be limited no to exceed \$1.00 per hour for any parking fee and \$20.00 per month for any parking permit. Additionally, not such initial fee shall be implemented without providing for payment in intervals of fifteen (15) minutes, as well as pay by phone and merchant validation methods. Any initial change in rates for paid parking shall be in effect for a period of not less than two (2) years before any further such increase may be considered and acted on by the Commission. The Commission shall review area communities paid parking rates when considering any such increase and give consideration to the needs of the public, residents and merchants to provide parking at the lowest cost possible. Following any initial increase in paid parking rates, the Commission shall not increase rates in excess of \$ 0.25 per hour or \$5.00 per month for permits at any one time. The Commission shall not make any provisions for paid parking on Sundays and legal holidays.
2. The Commission shall consider any change in days/hours or rates for paid parking by conducting a public hearing as provided for in Subsection F below.
3. No change in rates or days/hours of paid parking shall be effective before January 1, 2016 and/or for a period of thirty (30) days after Commission approval.
4. The Parking Commission shall submit any such changes in rates or hours for paid parking to the City Council within 48 hours of approval in the form of an Order. The City Council shall place the Order on its next regularly scheduled meeting. If a majority of the City Council at its next regularly scheduled meeting does not vote in the affirmative to override the Commission's proposed change in rates or

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days/hours of paid parking, the changes shall become permanent and have the same force and effect as an Ordinance. If the City Council votes to override the Commission proposed change in rates or days/hours of paid parking, then they shall return the measure to the Commission for further consideration.

recommendations to the Mayor and City Council for the approval of methods by which parking is paid for and a schedule of parking fees and other charges for the use of such parking. In developing recommendations concerning parking fees, the Commission shall give consideration to the needs of the public, residents and merchants to provide parking at the lowest cost possible.

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D.

The Commission may make recommendations to the Mayor and City Council for a schedule of fines for the violation of parking rules and regulations as authorized by Massachusetts General Laws.

E.

Public notice of any proposed recommendations to the Mayor and City Council concerning adoption, alteration or repeal of a rule, regulation, fee or fine shall be given at least 48 hours prior to a public hearing by posting such recommendations.

F.

The Commission shall hold a public hearing for any proposed recommendations to the Mayor and City Council concerning adoption, alteration or repeal of a rule, regulation, fee or fine prior to making such recommendation and shall, following such hearing, determine by majority vote whether to recommend the adoption, alteration or repeal of a rule, regulation, fee or fine. Any recommendation concerning the adoption, alteration or repeal of a rule, regulation, fee or fine shall then be forwarded to the Mayor and City Council for further action as required by the Code.

G.

The Commission with the approval of the Mayor may employ a Parking Administrator or other management entity who shall hold the stature of a City department head and who shall oversee and supervise employees of the Commission. The Commission may also employ such personnel as it may deem necessary, or, may contract with other municipal departments for services to be provided, such as the Police Department for enforcement, and the Highway Department for maintenance, repairs and snow removal. In addition, the Commission, through the Mayor, may enter into contracts for services which are deemed necessary or advisable from outside vendors and providers, including the retention of services of qualified consultants, subject to compliance with competitive bidding requirements.

H.

Nothing in this article shall be construed to authorize the Commission to modify or limit any power or authority of the departments of public works or public utilities of the Commonwealth or the Highway Department and Police Department of the City; or to modify or limit any power or authority of the Mayor, City Council or of any board, commission or head of a department or division with reference to the issuance of licenses or

permits for the opening, closing, using or occupying of streets and sidewalks for reasons not related to parking. Further, winter parking regulations as included in § 240-24 and §§ 240-58 through 240-60 shall remain in effect in the Central Business District and shall not be abridged by the Commission.

I.

The Commission shall annually submit a budget to the Mayor and City Council for their approval.

J.

The Commission shall annually, on May 15, make a report of its activities to the Mayor and City Council.

§ 11-73. Existing ordinances and orders to remain in effect.

All existing ordinances and orders relating to the parking of motor vehicles on streets, ways, highways, roads and municipal parking lots within the Central Business District which are under the control of the City shall remain in full force and effect until superseded by rules, regulations, fees or fines adopted by the Commission pursuant to § 11-75, and the adoption thereof shall not affect any act done, any right accrued, any penalty incurred or any suit, prosecution or proceeding pending at the time of such adoption.

§ 11-74. Implementation-Merrimack Street Parking Lots Moratorium

Notwithstanding any other provisions of this Code, from October 1, 2015 through October 1, 2016, there shall be unlimited, free parking in Herbert H. Goecke, Jr. Parking Deck, Merrimack Street Parking Lot, the Riverfront Promenade Parking Lot, Elliot Place Parking Lot and the How Street Parking Lot between 5 p.m. and 8 a.m. Monday through Saturday, to alleviate conditions resulting from the ongoing Harbor Place construction. These provisions may be further extended by an Order approved by the Mayor and City Council.

~~{Amended 4-14-2009 by Dec. 16-C}~~

~~The Commission shall take no action to alter or change the current configuration of parking rules and regulations until such time as an initial implementation plan is presented and approved by the City Council and Mayor. The first phase of the plan is to lease parking spaces for no less than \$75 per month on the upper level and no less than \$100 on the lower level of the Herbert H. Goecke, Jr. Parking Deck as shown on the most recent Central Business District Parking Map filed in the Office of the City Engineer, a copy of which is also on file with the City Clerk. The leases shall be limited to a maximum of two years. The Commission may proceed with this phase without further approval of the City Council and Mayor.~~

§ 11-75. Revenue.

All revenue collected by the Commission shall be deposited into an account designated "Parking Revenue Account" as prescribed by General Laws. All funds in said account shall only be subject to appropriation by the City Council and Mayor, which appropriation shall be limited to development, management, operation, maintenance and improvement in all municipal parking lots, streets, ways, highways and roads with the Central Business District.



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL,
MASSACHUSETTS**

CITY HALL, ROOM 100
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PHONE 978-374-2300
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September 3, 2015

**City Council President John A. Michtson and
Members of the Haverhill City Council**

RE: An Ordinance Relating to Boards and Commissions

Dear Mr. President and Members of the Haverhill City Council:

Attached is an amended ordinance relating to boards and commissions. I have attached the ordinance highlighting the changes for easier review.

I recommend approval.

Very truly yours,


James J. Fiorentini, Mayor

JJF/ah



JAMES J. FIORENTINI
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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

September 18, 2015

**City Council President John A. Michitson and
Members of the Haverhill City Council**

RE: Central Business District Parking Ordinance

Dear Mr. President and Members of the Haverhill City Council:

Several councilors have requested changes to the proposed ordinance. Therefore, I request the matter to be postponed until the city council meeting scheduled for October 6, 2015.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
 ROBERT H. SCATAMACCHIA
VICE PRESIDENT
 MELINDA E. BARRETT
 WILLIAM J. MACEK
 WILLIAM H. RYAN
 THOMAS J. SULLIVAN
 MARY ELLEN DALY O'BRIEN
 MICHAEL S. MCGONAGLE
 COLIN F. LEPAGE



CITY HALL, ROOM 204
 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.ci.haverhill.ma.us
 citycnd@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: Street noise increasing on Essex St. and Washington St. area	Public Safety	6/17/14
55-U	Communication from President Michitson requesting to address comprehensive vision, plan & process – critical information for City Council to determine needs/gaps, solutions and spending priorities for Haverhill	A & F	8/19/14
55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
10-U	Communication from Councillor Macek requesting to discuss trash pickup for Hales Landing Development off of Old Groveland Rd.	NRPP	4/21/15
67	Ordinance re: Peddling and Soliciting – Amend City Code, Ch. 191, Article VII Food Trucks	A & F	5/26/15
74-Q	Communication from Councillor Macek requesting discussion re: exploring various Possibilities for "Expanded Notification" processes for certain matters re: Zoning Changes And Special Permit application.	A & F	7/14/15
14-R	Communication from Councillor Macek requesting to discuss the need for taxi pick up areas.	Public Safety	7/28/15
	Discussion about future planning for sewer hook-ups	Planning & Dev.	9/22/15
11-M	Communication from Mayor Fiorentini requesting City Council join with him in investigating Of taxicab rates to see if they need to be adjusted; this matter be sent to appropriate City Council committee	A & F	10/6/15
119-M	Communication from President Michitson & Councillors Barrett and LePage requesting status of septic odor mitigation in Bradford.	Public Safety	10/20/15
	Suspension of Rules to discuss unpermitted B & B's operating in City of Haverhill	A & F	10/20/15